

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
REQUEST FOR PROPOSAL (RFP)

ISSUE DATE:	April 30, 2015	RFP #: 62-15sm
TITLE:	Needs Assessment for Fauquier County Parks & Recreation Department	
ISSUED BY:	Fauquier County Government and Public Schools Procurement Division 320 Hospital Drive, Suite 23 Warrenton, VA 20186	

Sealed Proposals Will Be Received Until 3:00 PM, May 28, 2015 For Furnishing the Services Described Herein.

Optional Pre-Proposal Conference, May 12, 2015 starting at 11:00 a.m., see pg. 3, 1.4.

All Inquiries for Information Should Be Directed to: Susan Monaco, CPPO, CPPB,
Phone: (540) 422-8348, Fax: (540) 422-8355, e-mail: susan.monaco@fauquiercounty.gov

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING DEPARTMENT SHOWN ABOVE, IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: Alice Jane Childs Office Building, 320 Hospital Drive, Suite 23 (2nd floor) Warrenton, VA 20186

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Name and Address of Firm:

_____	Date: _____
_____	By: _____
_____	(Signature in Ink)
_____	Name: _____
_____	Title: _____
_____ Zip Code: _____	Telephone Number: () _____
FEI/FIN NO.: _____	Fax Number: () _____
E-mail Address: _____	

RETURN THIS PAGE WITH PROPOSAL SUBMISSION

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1.0 **PURPOSE**

The purpose and intent of this Request for Proposal (RFP) is to solicit sealed proposals from qualified vendors to establish a contract through competitive negotiations for consulting services for the Fauquier County Parks and Recreation Department ("FCPRD") Needs Assessment. This solicitation is issued for FCPRD by the Procurement Division of Fauquier County Finance, on behalf of the Fauquier County Board of Supervisors, a political subdivision of the Commonwealth of Virginia, herein referred to as "Owner" or "County".

- 1.1 The Fauquier County Government and Public Schools Procurement Division is issuing this Request for Proposal on behalf of the Owner. The issuing office is the sole point of contact for the contractual provisions of this RFP and resulting proposals.
- 1.2 For ease of reference, each organization submitting a response to this Request for Proposal will hereinafter be referred to as an "Offeror". An Offeror whose proposal would result in a formal agreement will hereinafter be referred to as a "Consultant".
- 1.3 The contents of the proposal submitted by the successful Offeror, this RFP and all modifications made thereof, will become part of any contract awarded as a result of the Statement of Needs contained herein. The successful firm will be expected to sign a contract with the Owner.
- 1.4 Optional Pre-Proposal Conference: an Optional Pre-Proposal Conference will be held on May 12, 2015 starting at 11:00 a.m. at the Parks & Recreation Department conference room, Alice Jane Childs Office Building, 320 Hospital Drive, Warrenton, VA (go to lower parking lot to access the Parks & Recreation entrance). The purpose of this pre-proposal conference is to give potential Offerors an opportunity to ask questions and obtain clarifications relative to this Request for Proposals. Offerors may submit any questions pertaining to the RFP in writing prior to the event to the Procurement Manager (contact information on cover page) to assist in any research required to address the question.

2. **BACKGROUND**

Fauquier County Parks & Recreation's Mission Statement is:

The Fauquier County Parks and Recreation Department is dedicated to the enhancement of the quality of life for all people in Fauquier County. Working in a partnership with the people, the Department shall provide the leadership to assure that citizens receive high quality recreational facilities and services, and to assure the preservation of local history.

Department goals are:

- Satisfy the recreation needs of Fauquier County citizens.
- Provide health, fitness, and cultural activities for County citizens
- Protect the environmental heritage of the County.
- Foster community pride.
- Increase communication between government and citizens.
- Promote quality in management.
- Support and encourage tourism.

Fauquier County encompasses approximately 600 square miles and has a residential population of almost 70,000. County residents and non-residents alike use the County's recreation and community services. The FCPRD is divided into four regions, Southern, Central, Eastern, and Northern.

Administrative staff within Parks and Recreation responds to and implements directives of the Board of Supervisors and the Parks and Recreation Board, and manages the recreational services provided to County citizens. Services include recreational, historical, and arts-related activities, and community contributions. Administrative staff provide operational oversight and management of major projects including but not limited to: acquisition/development of sports complexes, master planning, swimming pools, major construction projects, the equipment replacement program, the comprehensive maintenance plan, asset replacement program, implementation of the Connections Plan, and coordination of all departmental operations and activities. An organizational Chart is provided for Offeror information on page 15 of this RFP.

Parks and Recreation operates and maintains facilities, including the athletic facilities at the elementary and middle schools, to provide citizens opportunities to enjoy nature, recreate, and conduct organized activities. All facilities need to be maintained in such a manner as to provide citizens with safe and pleasurable experiences that will encourage constructive use of leisure time. These elements are supplemented with services that enhance those experiences, such as, food service, equipment, boat, facility and shelter rentals.

Programming operations include all organized activities operated by the department. These activities serve all ages and are categorized as arts, crafts, dance, camps, sports, health/fitness, special interest, aquatics, environmental/adventure/historical, special events/trips. The purpose of these activities is to enhance the well-being of County citizens through promotion of healthy lifestyles, socialization, community pride and civic-mindedness, strong families, awareness of County environment/historical heritage, skill development, and safety in recreation.

Maintenance is completed by department staff on all lakes, centers, pools, trails, parks, and undeveloped properties which includes arboriculture, horticulture, turf management, facility and amenity upkeep and preservation, and equipment care.

The FCPRD Needs Assessment was last completed in 1998. That process yielded needs data and service level standards based on a needs demand survey. Fiscal pressures have led FCPRD to prioritize resources, look for creative methods of service provision, and focus on core service delivery areas. The Department has not been able to conduct an additional Needs Assessments since that time.

Timeframe for Completion: Staff anticipates the project to take no more than 9 months to complete-- from Notice to Proceed to project/contract close-out.

Reference materials/Resources available to Offerors use in proposal preparation are provided via links or embedded documents on page 15 of this RFP.

3. **STATEMENT OF NEEDS**

The project will provide a strategic focus for the provision of the future parks and recreation services and facilities to meet the needs of a diverse and growing county. The needs assessment and corresponding strategic planning documents will provide a pro-active guide for staff and policy-makers to equitably plan for and provide parks and recreation facilities and services throughout Fauquier County.

This Needs Assessment builds on and further analyzes many issues identified in existing plans and anecdotally by staff, the public, and/or decision makers. With this in mind, the primary purposes of this assessment are to:

- Engage the community and stakeholders to identify and validate the key parks and recreation issues that should be strategically and proactively addressed over the next 10 and 20-year planning periods.
- Update the data and findings for the current planning period using new technologies and planning methodologies.

Offerors shall indicate their abilities to accomplish the following work, within their proposal response:

3.1 Public Involvement:

Use best practice public involvement activities to encourage citizen participation in the study, set expectations and gain acceptance of the results, and support for the study findings. Both general (public forums) and targeted (focus group) activities should be used. Key deliverables for this task include: public outreach meeting materials and presentations, as well as meeting summaries.

3.2 Design and conduct general public outreach for Needs Assessment Survey:

- 3.2.1 Methods shall include open public forums or similar held at two points during the study at the project outset and near conclusion of the study.
- 3.2.2 Online/web messaging data collection is encouraged.
- 3.2.3 Target public outreach to provide qualitative data about park and program use that will help inform development of the needs survey.
- 3.2.4 Conduct interviews with individuals or user groups to be identified by the consultant. Use of online tools and/or phone may be appropriate for some of these interviews.
- 3.2.5 Conduct up to four focus groups. Consultant will be responsible for recruitment of individual and target focus group members and provision of any support services needed.
- 3.2.6 Provide written summaries for all involvement activities conducted. At a minimum, summaries should contain date and time of meeting, meeting attendee names, summary of presentation, notations of questions asked, and responses given.
- 3.2.7 Conduct community meeting to present information/gather additional information/evaluate findings.

3.3 Development of Needs Assessment Survey:

- 3.3.1 Design and administer a comprehensive, statistically-valid survey measuring usage, met and unmet needs, importance, and need prioritization related to a broad spectrum of facilities (built and natural) and programs. The survey will reflect a probability-based, random sample of households in Fauquier County, Virginia and will provide primary data concerning public demand for recreation activities. Key deliverables for this task include: survey tool, compiled survey data, key findings summary report, and summary statistics.
- 3.3.2 Preliminary planning and survey design:
 - 3.3.2.1 In conjunction with FCPRD staff, establish methodology, define scope, and identify length constraints of survey.

- 3.3.2.2 Work with FCPRD staff to create survey instrument based on staff input and qualitative information gathered through focus groups and other interviews.
- 3.3.3 Possible features of the survey may include, but are not limited to the following:
 - 3.3.3.1 Determine usage and frequency of participation for facilities and programs.
 - 3.3.3.2 Satisfaction with current programs and facilities.
 - 3.3.3.3 Measure both household and individual met/unmet needs of facilities and program types.
 - 3.3.3.4 Include barrier to facility and program usage questions.
 - 3.3.3.5 Identify what levels of spending are acceptable via fees and charges, for recreation programs, park and facility improvements.
 - 3.3.3.6 Assess current fee structure.
 - 3.3.3.7 Assess resident satisfaction levels with the quality, quantity, and management of existing parks, programs, facilities and services.
 - 3.3.3.8 Determine how effective the agency is at communicating its products and services and disseminating relevant information to the residents.
 - 3.3.3.9 Determine current resident usage levels of programs and facilities and appropriateness of when and where these services are offered.
 - 3.3.3.10 Identify future interests regarding the implementation of new programs and services that meet the needs of the community and respond to new trends in the leisure services industry.
 - 3.3.3.11 Identify resident satisfaction levels with regards to program registration procedures, including preferences for registration practices, i.e. walk-in, mail-in, fax, e-mail, etc.
 - 3.3.3.12 Obtain general demographic characteristics and identify perceptions of the various market segments of both users and non-users of agency programs, parks and facilities.
 - 3.3.3.13 Identify what prohibits non-users from taking advantage of agency services, and do they participate in other similar non-park district activities.
 - 3.3.3.14 Investigate how citizens wish to utilize their discretionary time and how the agency may coordinate efforts in these areas.
 - 3.3.3.15 Explore and suggest efficient ways of providing opportunities that takes into account the economic and time constraints of the community.
 - 3.3.3.16 Assess the public's awareness and perception of the agency's current programs and facilities in terms of how well the programs and facilities satisfy the needs of participants.
- 3.3.4 Determine preferences and priorities for resource allocation (funding) between new facilities, resource protection and management, land acquisition, renovation, operations, and programming.
- 3.3.5 Determine the relevant demographic characteristics of each respondent so that a demographic participant profile of each site and activity can be developed for each site and activity and any significant differences can be identified.

- 3.3.6 Obtain additional information as identified in the qualitative data collection process that may address specific strategic goals (e.g. natural or cultural resources), implementation, and/or issues identified in the survey design process.
- 3.3.7 Plan for three cycles of FCPRD review and revision of survey instrument(s) before final product.
- 3.4 Needs Assessment Survey Administration:
 - 3.4.3 Obtain a required number of completed surveys from a random sample of Fauquier County households with an overall confidence level of 95% with an approximate +/- 2% margin of error.
 - 3.4.4 Create final survey instrument(s) that can be used in future surveys.
 - 3.4.5 Ensure an equitable geographic distribution of respondents.
 - 3.4.6 Employ oversampling to ensure adequate representation of groups that typically suffer from low response in survey research (ex. ethnic groups, race, income levels), as determined in conjunction with FCPRD.
 - 3.4.7 Important: Final data must be reported in such a way that the data can be broken down by Fauquier County Service Districts and for those areas outside service districts by Fauquier County Parks & Recreation regions (not to be confused with Magisterial Districts).
 - 3.4.8 Data analysis component where both the qualitative and quantitative data is analyzed in a scientifically valid manner.
 - 3.4.9 Data interpretation component that takes the analyzed data and then provides a simple interpretation in the form of recommendations and action plan statements.
 - 3.4.10 Data access component where the data that has been collected is returned to the recreation agency in a form that the recreation agency can continue to analyze and mine the data.
 - 3.4.11 Develop recommendations for future planning.
 - 3.4.12 Develop planning tools to assist and guide leaders in making wise capital and operating investment decisions with respect to stewardship of the land and facilities as well as programs and services for a parks and recreation system.
 - 3.4.13 Adopt progressive state-of-the-art approaches to planning that will maintain and promote the department's reputation for excellence.
- 3.5 Needs Assessment Survey Reporting:
 - 3.5.3 Prepare a Draft Final Report of key findings from survey in both Word and .PDF formats.
 - 3.5.4 Provide summary statistics, cross-tabular analysis, and unmet needs matrices as appendices to the report.

- 3.5.5 The Report should include a summary of need and level of service data findings, description of the analysis and methodology.
- 3.5.6 Consultant should plan for two cycles of FCPRD review of the information and Draft Report (may include Board).
- 3.5.7 Revise Needs Assessment Final Draft Report in accordance with input and submit back FCPRD for approval and acceptance as a Final Report.
- 3.5.8 The final report shall be presented in hard copy as well as in a publicly distributable format such as a Web page and FCPRD Web page.
- 3.5.9 Present Final Report to the FCPRD Board at a meeting.
- 3.5.10 Provide 15 hard copies (color, double-sided) and three electronic copies (CD or equivalent) of the Final Report.
- 3.5.11 All reports and written deliverables in both Word and .pdf formats;
- 3.5.12 All survey data in an SPSS save data file (.sav);
- 3.5.13 All GIS maps, data, and layers to FCPRD in an editable format; should be compatible with ESRI ArcGIS 10.2.2.
- 3.5.14 All data in formats compatible with existing FCPRD software. Staff can provide full listing, as appropriate.
- 3.5.15 The entire data set along with a computerized method for continuing data analysis.
- 3.5.16 Evaluation of demographic composition of the community and how this is changing.
- 3.5.17 Evaluation of all relevant recreation trends and impact on information gathered.

4. **TERM OF CONTRACT**

As noted in the Background section, the anticipated total time commitment for this project is nine (9) months; the contract will be for one full year to accommodate

5. **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

5.1 **General Requirements**

- 5.1.1 **RFP Response**. In order to be considered for selection, Offerors must submit a complete response to the RFP. *One (1) original and six (6) copies of each proposal must be submitted to the Procurement Division, along with one (1) full electronic proposal response on CD or thumb drive.* The Offeror shall make no other distribution of the proposal.
- 5.1.2 **Proposal Preparation**
 - 5.1.2.1 An authorized representative of the Offeror shall the sign proposal. All information requested should be submitted. Failure to submit all information requested may result in the Procurement Division requiring prompt submission of missing information and/or giving lowered evaluation of the proposal. Proposals which are substantially incomplete or lacking key

information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- 5.1.2.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - 5.1.2.3 Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, and repeat the text of the requirement as it appears in the section of the RFP. If a response covers more than one page, the paragraph number should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed. The Offeror's proposal should provide all the information that it considers pertinent to its qualifications for the project and which respond to the Statement of Needs described.
 - 5.1.2.4 Each copy of the proposal should be bound or contained in a single volume where practical. All documents submitted with the proposal should be contained in that single volume.
 - 5.1.2.5 Ownership of all data, materials and documentation originated and prepared for the Owner pursuant to the RFP will belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia FOIA; however, the Offeror must invoke the protections of Section 2.2-4342(D) of the Code of Virginia, in writing, on the form provided on page 18 either before or at the time the data or other material is submitted. As noted on the form, Offerors must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The Owner reserves the right to ask for additional clarification prior to establishing protection.
- 5.1.3 Oral Presentations: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to FCPRD. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only, and does not include negotiation. The Procurement Division will schedule the time and location of these presentations. Oral presentations are an option of the Owner/FCPRD, and may or may not be conducted.
- 5.2 Specific Proposal Requirements
Proposals should be as thorough and detailed as possible, while straightforward in nature, so that the Owner may properly evaluate the Offeror's capabilities to provide the

required services. Offerors are required to submit the following items as a complete proposal:

- 5.2.1 Certification page and the return of this completed RFP and any addenda, acknowledgments and forms included in the original RFP, signed and filled out as required.

5.2.2 Minimum Content, Technical Proposal Response to Statement of Needs:

The Offeror must submit the Request for Proposal in a separate binder containing the following information. This information will be considered the minimum content of the proposal:

- 5.2.2.1 Consultant Information: name of Consultant submitting proposal; main office address; when organized; if a corporation, when and where incorporated; and appropriate Federal, State, and County registration numbers.

- 5.2.2.2 Scope of Work: Offeror shall propose a definitive Scope of Work with explanation of general and technical approaches to accomplish the purpose and the Statement of Needs. Offeror should discuss all elements of tasks described with detailed descriptions of activities that are to occur considering the proposed program as minimal guidelines allowing Offeror to revise based on their special expertise while realizing budgetary constraints of FCPRD. Offeror should also include significant milestones, addressing carefully the following:

- Recommendations for the general public outreach
- Demonstration of experience assembling focus groups, conducting surveys, analyzing study results
- How the Offeror's proposed survey methodology will meet specified goals
- Demonstration of expertise in a composite-values approach to level of service
- Specific reference to past experience work within similar environments
- Ability to complete tasks and deliver all deliverables
- A timeframe for work to be completed

Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project. Understanding of the public and peer scrutiny associated with such a project should also be demonstrated.

- 5.2.2.3 Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the tasks to be performed to include:

- Full-time and part-time staff, proposed consultants, partners and subcontractors, who will be assigned direct work on this project should be identified. Information is required which will show the composition of the task or work group, resumes of staff and proposed consultants, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel. Offerors shall indicate any personnel's expertise in Social Science Recreation Research within this section of their response. An approximate percentage of the total time each will be available for this project must also be included. The

technical areas, character, and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.

- Listing of recent relevant experience of the firm including role of firm (e.g. subcontractor providing specific service to the main contractor), details of services provided, results, time frames, fees, location, etc.
- The personnel named in the proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County Purchasing Agent.
- Detailed description of the technological and statistical facilities available to the proposer.
- Name, address and phone number of all clients who the proposer has worked for within the previous twelve months.

5.2.2.4 Consultation services: the Consultant's staff must be available for consultation with FCPRD staff on an as-needed basis between 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday.

5.2.2.5 References: special notation must be made of similar or related projects performed and must include organization names, addresses, name of contact persons, and telephone numbers for such reference. Offerors must provide at least three references, but up to six references will be accepted.

5.2.3 Minimum Content, Cost Proposal: The Offeror shall submit a Cost proposal as part of their proposal response, with all complete pricing appropriate to accomplish the tasks outlined herein. The cost proposal must also be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed pricing, which shall be provided in each of the following categories:

- Needs Assessment.
- Revenue Philosophy - based on findings of Needs Assessment recommend specific philosophy and policy to guide use of resources.

Offerors must provide a price breakdown for each service separately, as appropriate, as well as totals for services provided together if pricing differs.

5.2.3.1 The cost information, as a part of the resultant proposed pricing, should be submitted as part of the Cost proposal as follows in order to establish pricing reasonableness:

- Breakdown of direct labor and labor overhead costs, including number of man-hours and applicable actual or average hourly rates, overhead rate, and supporting schedule. Proposed markup on any sub-consultants shall also be clearly identified in the cost proposal.
- Travel and per diem or subsistence costs, if any supported by breakdown, including destination, duration, and purpose.
- Breakdown of other expenses, such as clerical support, other overhead costs, supplies, etc.

Caution: Failure to break down cost elements may render the Cost proposal non-responsive.

- 5.2.4 Exceptions: Offerors shall indicate any exceptions taken to the General or Special Terms and Conditions or to any part of this Request for Proposals on the form provided. Offerors should note that the Owner understands that the General Conditions and Instructions do include provisions which may not apply to this particular contract.

6. **EVALUATION AND AWARD CRITERIA**

- 6.1 Evaluation Criteria: An Evaluation Committee will evaluate the proposals using the following criteria.

- 6.1.1 Methodology in approaching all requirements of this RFP (20 points);
- 6.1.2 Qualifications of personnel proposed to be directly involved with the project, including but not limited to, expertise in Social Science Recreation Research (25 points);
- 6.1.3 Recent relevant successful experience in projects of similar size and scope; this criteria also includes references provided in response (30 points);
- 6.1.4 Cost proposal (15 points);
- 6.1.6 Completeness and organization of proposal. (10 points).

- 6.2 Award of Contract: Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the Owner shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Owner may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 11-65D, Code of Virginia). Should the Owner determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The Owner reserves the right to request interviews with top-ranked Offerors as part of the evaluation process. Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the Owner shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Owner may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 11-65D, Code of Virginia). Should the Owner determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The Owner reserves the right to request interviews with top-ranked Offerors as part of the evaluation process.

7.0 **SPECIAL TERMS AND CONDITIONS**

- 7.1 Insurance: By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the insurance coverage specified on the Insurance Checklist at the time work commences. Additionally, the Offeror certifies that it

will maintain all required insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract the Owner requires the Consultant to furnish the certificates of insurance for coverage required to the Procurement Division, with Fauquier County endorsed as additional insured.

- 7.2 Authority to bind Firm in contract: Proposals must give full name and address of Offeror. Failure to manually sign proposal may disqualify it. The person signing the proposal should show title or authority to bind the Consultant in the contract. Firm full, legal name and authorized signature must appear on the proposal in the space provided.
- 7.3 Severability: In the event any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.
- 7.4 Ownership of Documents: Any reports, studies, photographs, negatives, or other documents prepared by the Offeror(s) for the specific, limited performance of its obligations under this contract shall be the exclusive property of the Owner, and all such materials shall be remitted to the Owner by Offeror upon completion, termination or cancellation of the contract. Offeror shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Offeror's obligations under this contract without the prior written consent of the Owner.
- 7.5 Performance: Unacceptable Performance – The Owner reserves the right to inspect all operations/records and to withhold payment for any services not performed to or performed not in accordance with specifications/contract documents. Payments withheld for unsatisfactory performance may be released upon receipt of satisfactory evidence that the services have been corrected to the Owner's satisfaction. These corrections shall be at no cost to the Owner. The Consultant shall correct deficiencies within twenty-four (24) hours of notice by telephone or in writing. Failure to do so shall be cause for withholding of payment for the service and may result in default action.
- 7.6 Contingent Fee Warranty: The Consultant warrants that it has not employed or retained any person or persons not generally associated with Consultant for the purpose of soliciting or securing this agreement. The Consultant further warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon the award or making of this agreement. For breach of one or both of the foregoing warranties, the Owner shall have the right to terminate this agreement without liability, or in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover, the full amount of said prohibited fee, commission, percentage, brokerage fee, gift or contingent fee.
- 7.7 Method of Ordering and Payment: The Consultant shall accept Owner purchase orders as the approved method of ordering. Each Owner purchase order will cite a specific period of time and will indicate an authorized representative allowed to make releases against the purchase order and/or to be contacted with any correspondence or questions relative to the purchase order. The Contractor shall submit invoices, listing the services performed and completed. Invoice must show: Purchase order number, contract number, detail of services received and total

amount due. Invoices must be submitted to the address/persons shown on the Purchase Order. Owner will make payment within forty five (45) days of receipt of accurate and complete invoice.

- 7.8 State Corporation Commission (SCC) registration requirements effective July 1, 2010: Proposals shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements in paragraph 45 of the General Conditions and Instructions to Bidders/Offerors. Use the form included in this RFP to provide the Offeror's State Corporation Commission Identification Number or justification for non-registration. The SCC may be reached at 804-371-9733 or at www.scc.virginia.gov/default.aspx. Failure to include this form with proposal submissions may result in rejection of the proposal.

Needs Assessment Documents

- FCPRD 1998 Needs Assessment (File #D 5-6-5-1-)



1998 Needs
Assesment Survey.pdf

- FCPRD section of County Comprehensive (specifically Chapter 9: Public Facilities & Utilities)-
<http://www.fauquiercounty.gov/government/departments/commdev/index.cfm?action=compplan1>
- FCPRD Parks, Recreation and Open Space Comprehensive Plan-
<http://www.fauquiercounty.gov/government/departments/parksrec/index.cfm?action=plans>
- Fauquier County Connections Plan-
<http://www.fauquiercounty.gov/government/departments/parksrec/index.cfm?action=plans>
- Fauquier-Warrenton Destinations Plan-
<http://www.fauquiercounty.gov/government/departments/parksrec/index.cfm?action=plans>
- Fauquier County Demographics-
<http://www.fauquiercounty.gov/government/departments/commdev/index.cfm?action=demographics>
- FCPRD Region and Facility Maps- <http://www.fauquiercounty.gov/government/departments/parksrec/>
Click Facilities map link on left
- Facility Inventory- Excel spreadsheet, 48 pages, embedded here:



Facility
Inventory-Amenities

- Organizational Chart- 1 page, embedded here:



Org-ParksRec-FY
2016.pdf

- Budget Data- <http://www.fauquiercounty.gov/government/departments/budget/>
- Contact Information for County's GIS department for cooperative efforts-
<http://www.fauquiercounty.gov/government/departments/gis/>

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 12/16/2011

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County and the Fauquier County School Board. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County, or the Fauquier County School Board, political subdivisions of the Commonwealth of Virginia, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/ offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

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1. **AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
 2. **COMPETITION INTENDED**: It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS** - If any Bidder/ Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/ Offeror should contact the buyer whose name appears on the face of the solicitation no later than three (3) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than three (3) business days of the date set for opening of bids/receipt of proposals.
4. **MANDATORY USE OF OWNER FORM AND TERMS AND CONDITIONS**: Failure to submit a bid/proposal on the official Owner form provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS**:
Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.
 - a. The official time used in the receipt of bids/ proposals is that time on the automatic time stamp machine in the Procurement Division.
 - b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
 - c. If the Owner closes its offices due to inclement weather scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
6. **WITHDRAWAL OF BIDS/PROPOSALS**:
A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:
 - a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
 - b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/offeror or of another bidder/offeror in which the ownership of the withdrawing bidder/offeror is more than five percent. In the case of Invitation for Bid's, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.
7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offerors are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE**: The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1
IFB/RFP NUMBER
TITLE
BID/PROPOSAL DUE DATE AND TIME
VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeree takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeree. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the offerors will be read and made available to the public.
12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidder's List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeree.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerees certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerees certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeree, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
17. **NO CONTACT POLICY:** No Bidder/Offeree shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeree with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeree from this procurement process.
18. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
 - a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
 - d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

SPECIFICATIONS

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.
- The Bidder/Offeree shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/offerors as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsive bidder.
25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the bulletin board located on the 2nd Floor, 320 Hospital Drive, Warrenton, Virginia. Award results may be viewed at the Procurement Website at www.fauquiercounty.gov/government/departments/procurement.
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeree to perform the work/furnish the item(s) and the Bidder/Offeree shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeree's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeree's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeree fails to satisfy the Owner that such Bidder/Offeree is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of Fauquier County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.
29. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Fauquier County, relating to the particular goods or services purchased or acquired by the Owner under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
30. **PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
1. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
 2. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
 3. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 4. The Owner's fiscal year is July 1 - June 30. Contractors are advised to submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
 5. Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.

31. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 2. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.
32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
34. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to other remedies which the Owner may have.
35. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offerors certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, §2.2-4343.1(E)).
- In every contract over \$10,000 the provisions in A and B below apply:
- A. During the performance of this contract, the Contractor agrees as follows:
1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
- B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
35. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the IFB/RFP number and/or purchase order number.
36. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
- A. The parties may agree to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- B. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods:
1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
 3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
- C. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.
37. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
38. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale,

distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

39. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- A. **Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
- B. **Termination for Cause:** Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to paragraph 32 of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- C. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.
40. **USE OF CONTRACT BY OTHER PUBLIC BODIES:** Except as prohibited by the current Code of Virginia, all resultant contracts will be extended, with the authorization of the Contractor, to other Public Bodies of the Commonwealth of Virginia and all currently active members of the Mid-Atlantic Purchasing Team, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the "Contracting Agent" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the contract. Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.
41. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.
42. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services.
- Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools "CERTIFICATION OF NO CRIMES AGAINST CHILDREN" form, a copy of which is included in this solicitation.
43. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
44. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.
45. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Section 13.1 or Title 50 of the Code of Virginia, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract may become void.

DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.
47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.
48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection

shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.

49. COMPLIANCE: Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
50. POINT OF DESTINATION: All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
51. REPLACEMENT: Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
52. PACKING SLIPS OR DELIVERY TICKETS: All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
 1. Purchase Order Number,
 2. Name of Article and Stock Number,
 3. Quantity Ordered,
 4. Quantity Shipped,
 5. Quantity Back Ordered,
 6. The Name of the Contractor.Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/CONTRACTOR REMEDIES

53. PROTEST OF AWARD OR DECISION TO AWARD: Any Bidder/Offeree who desires to protest the award or decision to award a contract, by either Fauquier County or The School Board of Fauquier County, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the School Board of Fauquier County), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeree is not a responsible Bidder/Offeree. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/offeree appeals within ten (10) days of the written decision by instituting legal action as provided in Section 7.8 C of the Procurement Policy. Nothing in this paragraph shall be construed to permit an offeror to challenge the validity of the terms or conditions of the solicitation.
54. DISPUTES: Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the School Board of Fauquier County) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the Work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the School Board of Fauquier County) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisor's (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisor's (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this contract.

DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

Limits
(figures denotes minimum)

Required

<u>X</u>	1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
—	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
—	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000
—	8. Other Insurance:	
<u>X</u>	9. Auto and General Liability Policies <u>shall be endorsed to name</u> Fauquier County School Board as additional insured (This coverage is primary to all other coverage the County and Schools may possess and must be shown on the certificate)	
<u>X</u>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
<u>X</u>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>X</u>	12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

FIRM

SIGNATURE

Revised 4/4/13, Proc/HR

RETURN THIS PAGE

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. _____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

B. _____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

C. _____ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

****RETURN THIS PAGE****

PROPRIETARY INFORMATION:

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

NOTICE OF PROPRIETARY INFORMATION

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342F

Section Title	Page Number	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

- A- This page contains information relating to "trade secrets", and "proprietary information" including processes, operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or) partnership. "See Virginia Public Procurement Act, Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B- This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).
- C- This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act, Section 2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c)(4).

RETURN THIS FORM WITH PROPOSAL RESPONSE IF APPLICABLE

EXCEPTIONS TO TERMS AND CONDITIONS OF RFP

Name of Offeror: _____

RFP # 62-15sm, Needs Assessment for Fauquier County Parks & Recreation Department

Please list any exceptions to RFP below:

[illegible]

RETURN THIS FORM WITH PROPOSAL RESPONSE, IF APPLICABLE